

EPA Region 10 Superfund

Releasable

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T.P.3
U.S.A. AND CANADAForm approved by Lloyd's
Underwriters' Fire and
Marine Association.

Any person, not an Underwriting Member of Lloyd's, who subscribes this Policy, or any person, entering the share of a subscription, will be liable to be proceeded against under Lloyd's Act.

Printed at Lloyd's, London, England

LLOYD'S EXCESS PUBLIC LIABILITY AND/OR PROPERTY DAMAGE AND/OR PRODUCTS LIABILITY POLICY (DIRECT INSURANCE)



(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with the requirements of the Insurance Companies Act, 1950, as to security and otherwise.)

Whereas the Assured named in the Schedule herein has paid to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters") the premium stated in the Schedule and has agreed to make such further payments of premium as may be prescribed herein,

the Underwriters hereby agree, to the extent and in the manner hereinafter provided, to pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay, or by final judgment be adjudged to pay, to any person or persons as damages (a) for bodily injury, including death at any time resulting therefrom, hereinafter referred to as "Bodily Injury" or (b) for damage to or destruction of property of others, including the loss of use thereof (hereinafter referred to as "Property Damage") caused by accident occurring during the period mentioned in the Schedule and arising out of such hazards as are set forth in Item 4 of the Schedule and which are also covered by and defined in the policy/ies specified in the Schedule and issued by the "Primary Insurers" stated therein.

Provided always that:—

- Liability attaches to the Underwriters only in respect of such hazards as are set forth in Item 4 of the Schedule and only for such coverages and limits against which an amount is inserted in Item 5 (b) or 5 (c) of the Schedule and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in the Schedule in Item 5 (a) and designated the "Primary and Underlying Excess Limit(s)" and then:
 - the limits of the Underwriters' liability will be such amount of ultimate net loss as will provide the Assured with total limits under the policy/ies of the Primary and Underlying Excess Insurers and this Policy combined as set forth in Item 5 (b) of the Schedule under the designation "Total Limit(s)" or
 - if it is not practicable to set forth in Item 5 (b) of the Schedule the Total Limit(s) of liability under this Policy and all underlying policies combined then the limits of the Underwriters' liability shall be those set forth in Item 5 (c) under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of such Excess Limit(s).
- Subject always to the limit of liability "Each Person" for Bodily Injury, stated in the Schedule, liability for Bodily Injury involving more than one person is limited as stated therein under "Each Accident" but as regards Products Liability shall not exceed in any one policy year the limit of liability stated as "Aggregate" in the Schedule.
- Liability for Property Damage is subject to the limit "Each Accident" as stated in the Schedule, but as regards Products Liability and any hazard insured with an aggregate limit under the policy/ies of the Primary Insurers liability shall not exceed in any one policy year in respect of each such hazard the limit of liability stated as "Aggregate" in the Schedule.
- Neither the inclusion of more than one entity in the name of the Assured nor the addition of any additional Assureds under this Policy shall in any way operate to increase the Underwriters' limits of liability in respect of any one person, accident aggregate beyond those provided for in Item 5 (Limits of Liability) of the Schedule.

EXCLUSIONS

- THIS POLICY DOES NOT COVER
 - liability for Bodily Injury to employees of the Assured injured during the course of their employment but this Exclusion does not apply to such liability assumed under any written contract (other than a Contract of Employment) as is covered by the policy/ies of the Primary Insurers;
 - any obligation for which the Assured may be held liable under any Workmen's Compensation, Unemployment Compensation or Disability Benefits Law or any similar Law.
- THIS POLICY DOES NOT COVER liability for Property Damage to property in the Assured's care, custody or control but this Exclusion does not apply to any such liability assumed under sidetrack agreements or liability arising out of the use of elevators or escalators covered by the policy/ies of the Primary Insurers set forth in the Schedule.

DEFINITIONS

- ACCIDENT.** The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.
- ULTIMATE NET LOSS.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall exclude all expenses and Costs.
- COSTS.** The word "Costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (including, however, all office expenses of the Assured, all expenses for selected employees of the Assured and general retainer fees for counsel normally paid by the Assured).
- POLICY YEAR.** The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in the Schedule.

CONDITIONS

- INCURRING OF COSTS.** In the event of claim or claims arising which appear likely to exceed the Primary and Underlying Excess Limit(s), no Costs shall be incurred by the Assured without the written consent of the Underwriters.
- APPORTIONMENT OF COSTS.** Costs incurred by or on behalf of the Assured with the written consent of the Underwriters, and for which the Assured is not covered by the Primary and Underlying Excess Insurers, shall be apportioned as follows:—
 - Should any claim or claims become adjustable prior to the commencement of trial for not more than the Primary and Underlying Excess Limit(s), then no Costs shall be payable by the Underwriters.
 - Should, however, the amount for which the said claim or claims may be an adjustable exceed the Primary and Underlying Excess Limit(s), then the Underwriters, if they consent to the proceedings continuing, shall contribute to the Costs incurred by or on behalf of the Assured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
 - In the event that the Assured elects not to appeal a judgment in excess of the Primary and Underlying Excess Limit(s) the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incurred thereon, but in no event shall the total liability of the Underwriters exceed their limit(s) of liability as provided for herein, plus the expenses of such appeal.
- APPLICATION OF RECOVERIES.** All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not payable until the Assured's ultimate net loss has been finally ascertained.

Form T.P.3 (50.11.59)
M.N.A. 1268

MONS 150371

SCHEDULE

Item				
1. Policy No. 509 / 60 BB 2309				
2. Title of Assured MONSANTO CHEMICAL COMPANY and/or Subsidiaries, Affiliated and Associated Companies				
3. Address of Assured Lindbergh and Olive Street Road, St. Louis 24, Missouri, U.S.A.				
4. Hazards Covered Excess Liability Bodily Injury and Property Damage including Products Liability				
5. Period of Insurance From 5th August 1960 to 5th August 1961 both days at noon Standard Time at the above address and for each further period or periods as may be mutually agreed upon				
6. Premium 10001 (a) Provisional or Deposit Premium \$ FIRST (b) Minimum Premium U.S. \$ 5,905.25 (c) Mode of Adjustment				
7. (a) Primary Insurer(s) (Name) Liberty Mutual Insurance Company (b) Underlying Excess Insurer(s) (Name)				
8. Limits of Liability (Minimum Not Less) (to be set forth in words as well as figures)				
		Each Person	Each Accident	Aggregate
(a) Primary and Underlying Excess Limit(s)	Bodily Injury	Not applicable	Not applicable	Not applicable
	Property Damage		Not applicable	Not applicable
	Bodily Injury and Property Damage Combined		Not applicable U.S. \$5,000,000 Five Million United States Dollars	Not applicable U.S. \$5,000,000 Five Million United States Dollars
(b) Total Limit(s)	Bodily Injury	Not applicable	Not applicable	Not applicable
	Property Damage		Not applicable	Not applicable
	Bodily Injury and Property Damage Combined		Not applicable U.S. \$6,750,000 Six Million Seven Hundred and Fifty Thousand United States Dollars.	Not applicable U.S. \$6,750,000 Six Million Seven Hundred and Fifty Thousand United States Dollars.
(c) Excess Limit(s)	Bodily Injury and Property Damage Combined		Not applicable	Not applicable
9. Identification details and limits carried under 7(a) and 7(b) above				
		Policy Number	Limits	
		7(a) ANY 601182 XB	U.S. \$5,000,000/\$5,000,000 B.I. & P.D.	
		7(b)		
10. Notification of Claims to Messrs. Mankin & Company, 175 West Jackson Boulevard, Chicago, Illinois.				

Dated in London, the Tenth day of October, One Thousand Nine Hundred and Sixty.

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MONS 150372

It is a condition of this Policy that the policy (ies) of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents occurring during the policy year.

9. **FRAUDULENT CLAIMS.** If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

LLOYD'S POLICY SIGNING OFFICE.

MANAGE

MDNS 150379

U.S.A.

TAX CLAUSE.

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association.)

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct from the amount of the return the same percentage as the allowance which they have made towards the Federal Stamp Tax.

Nevertheless where such return of premium becomes due owing to the cancellation hereof by Underwriters the above deduction of the tax allowance shall not be made except in so far as the Assured has a right to recover the tax from the U.S. Government.

Printed at Lloyd's, London, England.

18/11/66

N.M.A. 1066

MONS 150373

U.S.A.

TAX PAID CLAUSE.

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association.)

Notice is hereby given that the Underwriters have agreed to allow for the purpose of purchasing U.S. Government Stamps for attachment hereto **four** per cent. of the premium payable hereon to the extent such premium is subject to Federal Stamp Tax.

Printed at Lloyd's, London, England.

15/11/66

N.M.A. 1067

MONS 150374

U.S.A. and CANADA

"OCCURRENCE" CLAUSE

(FOR USE WITH FORMS TP 1 OR TP 3)

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

IN CONSIDERATION of the premium provided for herein it is hereby agreed that with respect only to coverages which are written on an "occurrence" basis in the policy/ies of the Primary Insurers:—

The words "caused by accident" in the Insuring Clause in this Policy and the definition of the word "accident" in this Policy shall be deemed to be deleted.

The words "accident" or "accidents" wherever appearing elsewhere in this Policy shall be deemed to read "occurrence" or "occurrences" respectively.

The words "occurrence" or "occurrences" shall be deemed to have the same meaning in this Policy as is attributed to them in the policy(ies) of the Primary Insurers but, notwithstanding the foregoing, for the purposes of this Policy all occurrences arising out of one event shall be treated as one occurrence.

ALL THE TERMS, LIMITATIONS, CONDITIONS AND EXCLUSIONS OF THIS POLICY ARE OTHERWISE UNCHANGED.

Printed at Lloyd's, London, England.

17/12/80

N.M.A. 1259

MONS 150375

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy*

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Printed at Lloyd's, London, England.

17/3/66

N.M.A. 1256

MONS 150376

SEEPAGE AND POLLUTION CLAUSE

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy does not cover any liability imposed by law on the Assured or assumed by the Assured under contract for:-

- (1) Removal of, loss of or damage to, sub-surface oil or gas or any other substance the property of others. Nevertheless liability for consequential loss directly attributable to blow-out of oil wells shall not be excluded hereby.
- (2) Personal Injuries or Property Damage resulting from any gradual cause including but not limited to subsidence, seepage, pollution or contamination.

MONS 150377

ADDENDUM.

Attaching to and forming part of Policy No. 60 DD 2309
of LLOYD'S, LONDON.
Issued to MONSANTO CHEMICAL COMPANY, et al.,

The additional Assureds named hereunder are as follows:-

1. Heyden-Newport Chemical Company
342 Madison Avenue,
New York 17, New York.

As respects to the ownership, maintenance or use of the plant at Texas City, Texas owned jointly by Monsanto Chemical Company and Heyden-Newport Chemical Company.

Any person or organization owning an interest in property on which Lion Oil Company Division-Monsanto Chemical Company is conducting operations, but only as respects the liability arising from such operations or from the maintenance and use of such premises by Lion Oil Company Division-Monsanto Chemical Company.

3. M-E and Emery Industries, Inc., but only with respect to liability arising from the operations of Monsanto Chemical Company or arising from the maintenance and use of the premises at Nitro, West Virginia.

The inclusion of the above additional Assureds shall not operate to increase Underwriter's Limit of Liability.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th October, 1960.
AC/CH.

Form 34

MONS 150378

part of 21.744

1 JAN 1961

In all communications please quote the following reference

509	50 DD 2309
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FORM T.P.3
(U.S.A. AND CANADA)

LLOYD'S LONDON

**Excess Public Liability
and/or Property Damage and/or
Products Liability Policy
(Direct Insurance)**

Assured **MONSANTO CHEMICAL COMPANY &/or
SUBSIDIARIES, AFFILIATED AND
ASSOCIATED COMPANIES.**
St. Louis, Missouri, U.S.A.
Premium **U.S. \$5,005.25**

Policy and Stamp **\$174**

Date of expiry **5th August 1963.**

The Assured is requested to read the Policy and, if it is
insured, return it immediately for cancellation.

**WILKINSON & CO
INSURANCE**

MONS 150380

1960/30

CONFIDENTIAL BUSINESS INFORMATION

MONS 150381

[REDACTED]

MONS 150382

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MONS 150383

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MONS 150384

J (A) FORM

No. 60 DD 2309

The Institute of London Underwriters. Companies Combined Policy.

22.00% of the amounts shown herein.



Whereas MONSANTO CHEMICAL COMPANY &/or SUBSIDIARIES,
AFFILIATED AND ASSOCIATED COMPANIES,
St. Louis, Missouri, U.S.A.

have promised to pay forthwith a Premium or Consideration
of U.S. \$2,530.00 to Us, the Assured

to insure against loss as follows, viz.:— To indemnify the Assured for any and all sums which the Assured shall by Law become liable to pay on account of Excess Liability for Bodily Injury and Property Damage, as per Lloyd's Policy No. 60 DD 2309.

U.S. \$1,750,000 any one accident or occurrence and in all - excess of -
U.S. \$5,000,000 any one accident or occurrence and in all.

Subject to the same, terms, clauses and conditions on identical subject matter and risk, as more fully set forth in Lloyd's Policy No. 60 DD 2309.

during the period commencing with the Fifth, August, 1960 and ending with the Fifth, day of August, 1961, both days, Noon Local Standard Time.

Not known by that we the Assured do hereby bind ourselves, each Company for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Assured or the Assured's Executors, Administrators and Assigns, all such loss as above stated that the Assured may sustain during the aforesaid period, not exceeding in all the sum insured, as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively. If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

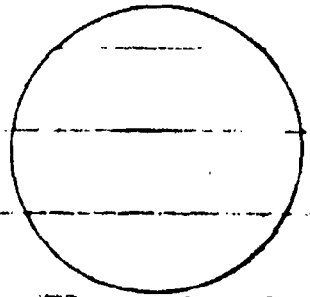
IN WITNESS whereof we the said Assured have subscribed our names and sums assured in London this 10th day of October, 1960 and the Manager and Secretary of The Institute of London Underwriters has subscribed his name on behalf of each of us.

CH.

NOTE: This Policy must bear the seal of The Institute of London Underwriters Policy Department.

Signed

Manager and Secretary,
The Institute of London Underwriters.



MONS 150385

Monsanto CBI 5A000374

ADDENDUM.

Attaching to and forming part of Policy No. 60 DD 2309
of THE INSTITUTE OF LONDON UNDERWRITERS.
Issued to MONSANTO CHEMICAL COMPANY, et al.,

The additional Assureds named hereunder are as follows:-

1. Heyden-Newport Chemical Company
342 Madison Avenue,
New York 17, New York.

as respects to the ownership, maintenance or use of the plant at Texas City, Texas owned jointly by Monsanto Chemical Company and Heyden-Newport Chemical Company.

2. Any person or organization owning an interest in property on which Lion Oil Company Division-Monsanto Chemical Company is conducting operations, but only as respects the liability arising from such operations or from the maintenance and use of such premises by Lion Oil Company Division-Monsanto Chemical Company.

3. M-E and Emery Industries, Inc., but only with respect to liability arising from the operations of Monsanto Chemical Company or arising from the maintenance and use of the premises at Nitro, West Virginia.

The inclusion of the above additional Assureds shall not operate to increase Underwriter's Limit of Liability.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th October, 1960.
AC/CH.

Form 64

MONS 150387



It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct from the amount of the return the same percentage as the allowance which they have made towards the Federal Stamp Tax.

Nevertheless where such return of premium becomes due owing to the cancellation hereof by Underwriters the above deduction of the tax allowance shall not be made except in so far as the Assured has a right to recover the tax from the U.S. Government.

Notice is hereby given that the Underwriters have agreed to allow for the purpose of purchasing U.S. Government Stamps for attachment hereto four per cent. of the premium payable hereon to the extent such premium is subject to Federal Stamp Tax.

4 JAN. 1961_{MD.}

J (A) FORM

In all communications please quote the following reference	
509	60 DD 2309

The Institute of London Underwriters
Companies Combined Policy



This Policy is subscribed by Insurance Companies
Members of The Institute of London Underwriters,
40, Lime Street,
London, E.C.3.

MONSANTO CHEMICAL COMPANY &/or
SUBSIDIARIES, AFFILIATED AND
ASSOCIATED COMPANIES.
St. Louis, Missouri, U.S.A.

MONS 150389

PRINTED IN ENGLAND BY
WITHERBY & CO. LTD.

MC

No. CO DD 2309

Whereas

MONSANTO CHEMICAL COMPANY and/or
SUBSIDIARIES, AFFILIATED AND
ASSOCIATED COMPANIES.



8.56% of the
amounts shown
herein.

of St. Louis, Missouri, U.S.A.

hereinafter called the Assured, have paid U.S.\$284.40 ~~x paid~~
Premium or Consideration to Us, the undersigned Assurers to
insure against loss as follows, viz.:

To indemnify the Assured for any and all sums which the
Assured shall by Law become liable to pay on account of Excess
Liability for Bodily Injury and Property Damage, as per Lloyd's
Policy No. /60 DD 2309.

U.S.\$1,750,000 any one accident or occurrence and in all excess of
U.S.\$5,000,000 any one accident or occurrence and in all.

It is understood and agreed that this Policy shall run
concurrently with and be subject to the same gross rate, terms
wording, conditions and endorsements, as more particularly set
forth in and/or as may from time to time be added to Policy
No. 60 DD 2309. issued by Lloyd's Underwriters on the identical
subject matter and risk.

during the period commencing with the Fifth, day of

August, 19 60. and ending with the Fifth,

day of August, 19 63, both days ~~inclusive~~
Mean Local Standard Time.

Now know ye that we the undersigned Assurers do
hereby bind ourselves each **Company** for itself only and not
the one for the other, to pay or make good to the Assured or the
Assured's Executors, Administrators and Assigns, all such loss
as above stated, not exceeding the sum of **EIGHT DECIMAL POINT
FIVE SIX PER CENT OF THE AMOUNTS SHOWN HEREIN,**

in all, that the Assured may sustain during the said period,
within Seven Days after such loss is proved and that in
proportion to the several sums by each of us subscribed against
our respective names not exceeding the several sums aforesaid.

If the Assured shall make any claim knowing the same to
be false or fraudulent as regards amount or otherwise, this
Policy shall become void and all claim thereunder shall be
forfeited.

IN WITNESS whereof we the said Assurers have set our
names and sums assured in London, this Tenth, day of
October, 19 60.

CH.

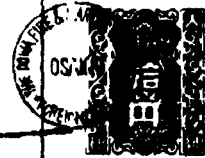
MONS 150390

4.28%.

DOWA FIRE AND MARINE INSURANCE COMPANY LIMITED.

No. 353


Foreign Manager



4.28%.

NIPPON FIRE AND MARINE INSURANCE COMPANY LIMITED.


Manager, Casualty Dept.



1960.10.22



MONS 150391

ADDENDUM.

Attaching to and forming part of Policy No. 60 DD 2309
of COMBINED COMPANIES.
Issued to MONSANTO CHEMICAL COMPANY, et al.,

The additional Assureds named hereunder are as follows:-

1. Heyden-Newport Chemical Company
342 Madison Avenue,
New York 17, New York.

as respects to the ownership, maintenance or use of the plant at Texas City, Texas, owned jointly by Monsanto Chemical Company and Heyden-Newport Chemical Company.

2. Any person or organization owning an interest in property on which Lion Oil Company Division-Monsanto Chemical Company is conducting operations or from the maintenance and use of such premises by Lion Oil Company Division-Monsanto Chemical Company.

3. M-E and Emery Industries, Inc., but only with respect to liability arising from the operations of Monsanto Chemical Company or arising from the maintenance and use of the premises at Nitro, West Virginia.

The inclusion of the above additional Assureds shall not operate to increase Underwriter's Limit of Liability.



All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th October, 1960.

AC/CH.

Form 84

MONS 150392

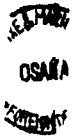
TAX CLAUSE (U.S.A.)

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct from the amount of the return the same percentage as the allowance which they have made towards the Federal Stamp Tax.

Nevertheless where such return of premium becomes due owing to the cancellation hereof by Underwriters the above deduction of the tax allowance shall not be made except in so far as the Assured has a right to recover the tax from the U.S. Government.

TAX PAID CLAUSE (U.S.A.)

Notice is hereby given that the Underwriters have agreed to allow for the purpose of purchasing U.S. Government Stamps for attachment hereto four per cent of the premium payable hereon to the extent such premium is subject to Federal Stamp Tax.



MONS 150393

4 JAN 1961
HD.

No. 60 DD 2309

LONDON,

MONSANTO CHEMICAL COMPANY &/or
SUBSIDIARIES, AFFILIATED AND
ASSOCIATED COMPANIES.
St. Louis, Missouri, U.S.A.

Insurance Policy.
[Companies.]

Date of expiry 5th August 1963.

MONS 150394

No. 60 DD 2309

18.09% of the
amounts shown
herein.

Whereas MONSANTO CHEMICAL COMPANY &/or, SUBSIDIARIES
AFFILIATED AND ASSOCIATED COMPANIES
of St. Louis, Missouri, U.S.A.

hereinafter called the Assured, have paid U.S. \$2,080
Premium or Consideration to Us, the undersigned Assurers to
insure against loss as follows, viz:

To indemnify the Assured for any and all sums which the
Assured shall by Law become liable to pay on account of Excess
Liability for Bodily Injury and Property Damage, as per Lloyd's
Policy No. 60 DD 2309.

U.S. \$1,750,000 any one accident or occurrence and in all excess of
U.S. \$5,000,000 any one accident or occurrence and in all.

It is understood and agreed that this Policy shall run concurrently
with and be subject to the same gross rate, terms, wording,
conditions and endorsements, as more particularly set forth in
and/or as may from time to time be added to Policy No. 60 DD 2309.
issued by Lloyd's Underwriters on the identical subject matter
and risk.

during the period commencing at Fifth, day of
August, 19 60, and ending at Fifth,
day of August, 19 63
Noon Local Standard Time.
Noon Local Standard Time.

Now know ye that we the undersigned Assurers do hereby bind ourselves each **Company**
for itself only and not the one for the other, to pay or make good to the Assured or the Assured's Executors,
Administrators and Assigns, all such loss as above stated, not exceeding ~~the sum of~~ **EIGHTEEN DECIMAL**
POINT NOUGHT NINE PER CENT OF THE AMOUNTS SHOWN HEREIN,

in all, that the Assured may sustain during the said period, within Seven Days after such loss is proved and that
in proportion to the several sums by each of us subscribed against our respective names not exceeding the several
sums aforesaid.

If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or
otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In witness whereof I being a representative of the Leading Office which is duly authorised by the
Assurers have hereunto subscribed my name on their behalf this 28th day of
December, 19 60.
CH.

ENGLISH AND AMERICAN INSURANCE CO. LTD.

[Signature]
for GENERAL MANAGER

MONS 150395

4.39%.	ENGLISH AND AMERICAN INSURANCE COMPANY LIMITED.	1260/144835
4.29%.q	ANGLO-FRENCH INSURANCE COMPANY LIMITED.	1260/144835
3.11%.	SWISS UNION GENERAL INSURANCE COMPANY LIMITED.	89037
1.43%.	ORION INSURANCE COMPANY LIMITED.	GC137059L
1.29%.	MINSTER INSURANCE COMPANY LIMITED.	107810/M/60
.86%.	SOVEREIGN MARINE AND GENERAL INSURANCE COMPANY LTD.	89373
1.43%.	ST.HELENS INSURANCE COMPANY LIMITED.	89510
1.29%.	WORLD AUXILIARY INSURANCE CORPORATION LIMITED.	22/74729

MONS 150396

ADDENDUM.

Attaching to and forming part of Policy No. 60 DD 2309
of COMBINED COMPANIES.
Issued to MONSANTO CHEMICAL COMPANY, et al..



The additional Assureds named hereunder are as follows:-

1. Hayden-Newport Chemical Company
342 Madison Avenue,
New York 17, New York.

as respects to the ownership, maintenance or use of the plant at Texas City, Texas owned jointly by Monsanto Chemical Company and Hayden-Newport Chemical Company.

2. Any person or organization owning an interest in property on which Lion Oil Company Division-Monsanto Chemical Company is conducting operations, but only as respects the liability arising from such operations or from the maintenance and use of such premises by Lion Oil Company Division-Monsanto Chemical Company.

3. M-E and Emery Industries, Inc., but only with respect to liability arising from the operations of Monsanto Chemical Company or arising from the maintenance and use of the premises at Nitro, West Virginia.

The inclusion of the above additional Assureds shall not operate to increase Underwriter's Limit of Liability.



All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th October, 1960.
AC/CH.

Form 84

MONS 150397

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5

10

TAX CLAUSE (U.S.A.)

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct from the amount of the return the same percentage as the allowance which they have made towards the Federal Stamp Tax.

Nevertheless where such return of premium becomes due owing to the cancellation hereof by Underwriters the above deduction of the tax allowance shall not be made except in so far as the Assured has a right to recover the tax from the U.S. Government.

TAX PAID CLAUSE (U.S.A.)

Notice is hereby given that the Underwriters have agreed to allow for the purpose of purchasing U.S. Government Stamps for attachment hereto four per cent. of the premium payable hereon to the extent such premium is subject to Federal Stamp Tax.

MONS 150398

4 JAN 1961

Mo.

No. 60 DD 2309

LONDON,

MONSANTO CHEMICAL COMPANY &/or
SUBSIDIARIES, AFFILIATED AND
ASSOCIATED COMPANIES.
St. Louis, Missouri, U.S.A.

Insurance Policy.
[Companies.]

Date of expiry 5th August 1963.

MONS 150399

TO UNDERWRITERS AT LLOYD'S OF LONDON

*for reference 211
#63-7*

(25.1.21)

We hereby accept cancellation of Policy No. 60DD2309

as of December 19, 1962 12:01 A.M. Standard Time
and hereby release and discharge the Underwriters from any and all
liability under the said Policy in respect of losses occurring
after said time and date.

Dated at St. Louis, Missouri this 21 day of February 1963

MONSANTO CHEMICAL COMPANY

Robert B. Chapman
(Signature of Assured)

F. Ardron Fisher
(Witness)

MONS 150400

TO VARIOUS COMPANIES

22 N 13-11

We hereby accept cancellation of Policy No. 60DD2309

as of December 19, 1962 12:01 A.M. Standard Time
and hereby release and discharge the Underwriters from any and all
liability under the said Policy in respect of losses occurring
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Dated at St. Louis, Missouri this 21 day of February 1963

MONSANTO CHEMICAL COMPANY

Robert B. Chapman
(Signature of Assured)

J. Arthur Fisher
(Witness)

MONS 150401

6307 * 442/1950

T.P.3

U.S.A. AND CANADA

Form approved by Lloyd's
Underwriters' Fire and
Marine Association.



ANY person not an Underwriting
Member of Lloyd's subscribing this Policy,
or any person claiming the same if so
retained, will be liable to be prosecuted
against Lloyd's Act.

Printed at Lloyd's, London, England.

LLOYD'S EXCESS PUBLIC LIABILITY AND/OR PROPERTY DAMAGE AND/OR PRODUCTS LIABILITY POLICY (DIRECT INSURANCE)

(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with
the requirements of the Insurance Companies Act, 1906, as to security and otherwise.)



Whereas the Assured named in the Schedule herein has paid to the Underwriting
Members of Lloyd's who have heretofore subscribed their Names (hereinafter called "the
Underwriters") the premium stated in the Schedule and has agreed to make such further
payments of premium as may be prescribed herein,

That the Underwriters hereby agree, to the extent and in the manner hereinafter provided, to pay on behalf of the Assured all sums which
the Assured shall become legally obligated to pay, or by final judgment be adjudged to pay, to any person or persons as damages
(a) for bodily injury, including death at any time resulting therefrom (hereinafter referred to as "Bodily Injury" or
(b) for damage to or destruction of property of others, including the loss of use thereof (hereinafter referred to as "Property Damage")
caused by accident occurring during the period mentioned in the Schedule and arising out of such hazards as are set forth in Item 4 of the
Schedule and which are also covered by and defined in the policy/ies specified in the Schedule and issued by the "Primary Insurers" stated
therein.

Provided always that:—

- Liability attaches to the Underwriters only in respect of such hazards as are set forth in Item 4 of the Schedule and only for such
coverages and limits against which an amount is inserted in Item 5 (b) or 5 (d) of the Schedule and then only after the Primary
and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss
liability as set forth in the Schedule in Item 5 (a) and designated the "Primary and Underlying Excess Limit(s)" and then
(i) the limits of the Underwriters' liability will be such amount of ultimate net loss as will provide the Assured with total
limits under the policy/ies of the Primary and Underlying Excess Insurers and this Policy combined as set forth in
Item 5 (b) of the Schedule under the designation "Total Limit(s)" or
(ii) if it is not practicable to set forth in Item 5 (b) of the Schedule the Total Limit(s) of liability under this Policy and all
underlying policies combined then the limits of the Underwriters' liability shall be those set forth in Item 5 (c) under the
designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of
such Excess Limit(s).
- Subject always to the limit of liability "Each Person" for Bodily Injury, stated in the Schedule, liability for Bodily Injury involving
more than one person is limited as stated therein under "Each Accident" but as regards Products Liability shall not exceed in any
one policy year the limit of liability stated as "Aggregate" in the Schedule.
- Liability for Property Damage is subject to the limit "Each Accident" as stated in the Schedule, but as regards Products Liability
and any hazard insured with an aggregate limit under the policy/ies of the Primary Insurers liability shall not exceed in any one
policy year in respect of each such hazard the limit of liability stated as "Aggregate" in the Schedule.
- Neither the inclusion of more than one entity in the same of the Assured nor the addition of any additional Assureds under this
Policy shall in any way operate to increase the Underwriters' limits of liability in respect of any one person/accident/aggregate
beyond those provided for in Item 5 (Limits of Liability) of the Schedule.

EXCLUSIONS

- THIS POLICY DOES NOT COVER**
 - liability for Bodily Injury to employees of the Assured injured during the course of their employment but this Exclusion
does not apply to such liability assumed under any written contract (other than a Contract of Employment) as is covered
by the policy/ies of the Primary Insurers;
 - any obligation for which the Assured may be held liable under any Workmen's Compensation, Unemployment Compensation
or Disability Benefits Law or any similar Law.
- THIS POLICY DOES NOT COVER** liability for Property Damage to property in the Assured's care, custody or control but this
Exclusion does not apply to any such liability assumed under contract agreements or liability arising out of the use of elevators or escalators
covered by the policy/ies of the Primary Insurers set forth in the Schedule.

DEFINITIONS

- ACCIDENT.** The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or
circumstances.
- ULTIMATE NET LOSS.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the
liability of the Assured after making deductions for all reserves and for other valid and collectible insurances, excepting however
the policy/ies of the Primary and Underlying Excess Insurers, and shall include all expenses and Costs.
- COSTS.** The word "Costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and
legal expenses (including, however, all office expenses of the Assured, all expenses for salaried employees of the Assured and general
retainer fees for counsel normally paid by the Assured).
- POLICY YEAR.** The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the
day and hour first named in the Schedule.

CONDITIONS

- INCURRING OF COSTS.** In the event of claim or claims arising which appear likely to exceed the Primary and Underlying
Excess Limit(s), no Costs shall be incurred by the Assured without the written consent of the Underwriters.
- APPORTIONMENT OF COSTS.** Costs incurred by or on behalf of the Assured with the written consent of the Underwriters,
and for which the Assured is not covered by the Primary and Underlying Excess Insurers, shall be apportioned as follows:—
(a) Should any claim or claims become adjustable prior to the commencement of trial for not more than the Primary and Underlying
Excess Limit(s), then no Costs shall be payable by the Underwriters.
(b) Should, however, the amount for which the said claim or claims may be so adjustable exceed
the Primary and Underlying Excess Limit(s), then the Underwriters, if they consent to the
proceedings continuing, shall contribute to the Costs incurred by or on behalf of the Assured
in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the
whole amount of such ultimate net loss.
(c) In the event that the Assured elects not to appeal a judgment in excess of the Primary and
Underlying Excess Limit(s) the Underwriters may elect to conduct such appeal at their own
cost and expense and shall be liable for the taxable court costs and interest (incidental thereto),
but in no event shall the total liability of the Underwriters exceed their limit(s) of liability
as provided for herein, plus the expenses of such appeal.
- APPLICATION OF RECOVERIES.** All recoveries or payments recovered or received subsequent
to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement
and all necessary adjustments shall then be made between the Assured and the Underwriters provided
always that nothing in this Policy shall be construed to mean that losses under this Policy can not be paid
until the Assured's ultimate net loss has been finally ascertained.

Form T.P.3 (26.11.59)
M.S.A. 1950

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MONS 150402

SCHEDULE

Item

1. Policy No. 60 DD 2310

2. Title of Assured MONSANTO CHEMICAL COMPANY and/or SUBSIDIARIES, AFFILIATED, ASSOCIATED COMPANIES.

3. Address of Assured Lindbergh and Olive Street Road,
St Louis 24, Missouri, U.S.A.

4. Hazards Covered Excess Liability Bodily Injury and Property Damage including Products Liability.

5. Period of Insurance From 5th August 1960 to 5th August 1961
both days at noon-
local Standard Time at the above address and for each further period or periods as may be mutually agreed upon.

6. Premium (a) Provisional or Deposit Premium \$
FIVE (b) Final Premium \$ 5,010.75
(c) Base of Adjustment

7. (a) Primary Insurer(s) (Name) Liberty Mutual Insurance Company
(b) Underlying Excess Insurer(s) (Name) Underwriter's at Lloyd's, London and British Companies.

8. Limits of Liability (Ultimate Net Limit) (to be set forth in words as well as figures)

		Each Person	Each Accident	Aggregate
(a) Primary and Underlying Excess Limit(s)	Bodily Injury	Not applicable	Not applicable	Not applicable
	Property Damage		Not applicable	Not applicable
	Bodily Injury and Property Damage Combined		Not applicable U.S. \$6,750,000 Six Million Seven Hundred and Fifty Thousand United States Dollars.	Not applicable U.S. \$6,750,000 Six Million Seven Hundred and Fifty Thousand United States Dollars.
(b) Total Limit(s)	Bodily Injury	Not applicable	Not applicable	Not applicable
	Property Damage		Not applicable	Not applicable
	Bodily Injury and Property Damage Combined		Not applicable U.S. \$8,500,000 Eight Million Five Hundred Thousand United States Dollars.	Not applicable U.S. \$8,500,000 Eight Million Five Hundred Thousand United States Dollars.
(c) Excess Limit(s)	Bodily Injury and Property Damage Combined		Not applicable	Not applicable

9. Identification details and limits carried under 7(a) and 7(b) above

	Policy Number	Limit
7(a)	ANY 601180 XB	U.S. \$5,000,000/\$5,000,000 BI. and PD.
7(b)	60 DD 2309	U.S. \$1,750,000/\$1,750,000 BI. & PD.

10. Notification of Claims to: Messrs. Mankin & Company, 175 West Jackson Boulevard, Chicago 4, Illinois.

Dated in London, the Tenth day of October, One Thousand Nine Hundred and Sixty.
CH.

MONS 150403

ADDENDUM.

Attaching to and forming part of Policy No. 50 DD 2310
of LLOYD'S, LONDON.
Issued to MONSANTO CHEMICAL COMPANY, et al.,

The additional Assureds named hereunder are as follows:-

1. Heyden-Newport Chemical Corporation.
342 Madison Avenue,
New York 17, New York.

as respects to the ownership, maintenance or use of the plant at Texas City, Texas owned jointly by Monsanto Chemical Company and Heyden-Newport Chemical Company.

2. Any person or organization owning an interest in property on which Lion Oil Company Division-Monsanto Chemical Company is conducting operations, but only as respects the liability arising from such operations or from the maintenance and use of such premises by Lion Oil Company Division-Monsanto Chemical Company.

3. M-E and Emery Industries, Inc., but only with respect to liability arising from the operations of Monsanto Chemical Company or arising from the maintenance and use of the premises at Nitro, West Virginia.

The inclusion of the above additional Assureds shall not operate to increase Underwriter's Limit of Liability.

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All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th October, 19 60.
AC/CH.

Form 84

MONS 150405

U.S.A.

TAX CLAUSE.

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association.)

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct from the amount of the return the same percentage as the allowance which they have made towards the Federal Stamp Tax.

Nevertheless where such return of premium becomes due owing to the cancellation hereof by Underwriters the above deduction of the tax allowance shall not be made except in so far as the Assured has a right to recover the tax from the U.S. Government.

Printed at Lloyd's, London, England.

18/11/88

N.M.A. 1088

MONS 150406

TAX PAID CLAUSE.

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association.)

Notice is hereby given that the Underwriters have agreed to allow for the purpose of purchasing U.S. Government Stamps for attachment hereto **100%** per cent. of the premium payable hereon to the extent such premium is subject to Federal Stamp Tax.

Printed at Lloyd's, London, England.

15/11/50

N.M.A. 1057

MONS 150407

U.S.A. and CANADA

" OCCURRENCE " CLAUSE

(FOR USE WITH FORMS TP 1 OR TP 3)

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

IN CONSIDERATION of the premium provided for herein it is hereby agreed that with respect only to coverages which are written on an "occurrence" basis in the policy/ies of the Primary Insurers:—

The words "caused by accident" in the Insuring Clause in this Policy and the definition of the word "accident" in this Policy shall be deemed to be deleted.

The words "accident" or "accidents" wherever appearing elsewhere in this Policy shall be deemed to read "occurrence" or "occurrences" respectively.

The words "occurrence" or "occurrences" shall be deemed to have the same meaning in this Policy as is attributed to them in the policy(ies) of the Primary Insurers but, notwithstanding the foregoing, for the purposes of this Policy all occurrences arising out of one event shall be treated as one occurrence.

ALL THE TERMS, LIMITATIONS, CONDITIONS AND EXCLUSIONS OF THIS POLICY ARE OTHERWISE UNCHANGED.

Printed at Lloyd's, London, England.

17/12/59

N.M.A. 1259

MONS 150408

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy*

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Printed at Lloyd's, London, England.

17/3/60

N.M.A. 1256

MONS 150409

SEEPAGE AND POLLUTION CLAUSE

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy does not cover any liability imposed by law on the Assured or assumed by the Assured under contract for:-

- (1) Removal of, loss of or damage to, sub-surface oil or gas or any other substance the property of others. Nevertheless liability for consequential loss directly attributable to blow-out of oil wells shall not be excluded hereby.
- (2) Personal Injuries or Property Damage resulting from any gradual cause including but not limited to subsidence, seepage, pollution or contamination.

MONS 150410

2nd Rev of 3844
52958
14 JAN 1961
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In all communications please quote the following reference

509	60 DD 2310
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FORM T.P.3
(U.S.A. AND CANADA)

LLOYD'S LONDON

**Excess Public Liability
and/or Property Damage and/or
Products Liability Policy
(Direct Insurance)**

Assured **MONSANTO CHEMICAL COMPANY et al**
St. Louis, Missouri, U.S.A.

Premium **U.S.\$5,010.75** *1743

Policy and Stamp

Date of Expiry **5th August 1969.**

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for correction.

**W H MARKHAM & CO
INSURANCE**

MONS 150411

1960/30

CONFIDENTIAL BUSINESS INFORMATION

MONS 150412

[The body of the document contains multiple columns of text that are extremely faint and illegible due to the quality of the scan. The text appears to be organized into several vertical columns, but the individual words and sentences cannot be discerned.]

MONS 150413

[REDACTED]

MONS 150414

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It is a condition of this Policy that the policies of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents occurring during the policy year.

6. **PREMIUM COMPUTATION AND ADJUSTMENT.** The premium for this Insurance shall be computed on the basis set forth herein and the Assured agrees to pay and the Underwriters agree to return such additional or return premium as it becomes due.

7. **CANCELLATION.** This policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided thirty days notice in writing is given.

If this Policy shall be cancelled by the Assured, the Underwriters shall return the earned premium hereon for the period that this Policy has been in force or the short rate proportion of the Minimum Premium, calculated in accordance with the customary scale, whichever is the greater.

If this Policy shall be cancelled by the Underwriters they shall retain the earned premium hereon for the period time this Policy has been in force or pro-rata of the Minimum Premium, whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

2. **NOTIFICATION OF CLAIMS.** The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Schedule.

9. **FRAUDULENT CLAIMS.** If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

How know We that We, the Underwriters, Members of the Syndicate(s) whose definitive Number(s) is the attached List are set out in the Table overleaf, or attached overleaf, hereby bind Ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to insure the Assured or the Assured's Executors or Administrators against Liability and Costs as specified herein (subject to the Conditions herein expressed) payment to be made within Seven Days after such Liability is proved, and so that the due proportion for which each of Us the Underwriters is liable shall be ascertained by reference to his proportion as ascertained according to the said List of the Amount, Percentage or Proportion of the total liability under this Policy which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

In Witness whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE.

[Handwritten signature]
MAY 1904

DEFINITIVE NUMBERS OF SYNDICATES AND AMOUNT, PERCENTAGE OR PROPORTION OF THE TOTAL SUM ASSURED SHARED BETWEEN THE MEMBERS OF THOSE SYNDICATES.			
This Insurance being for 58.9% covers its pro rata proportion of the risks and liability more fully set forth on the face of this Policy, and Underwriters percentages signed hereto are percentages of 100% and not 58.9%.			
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	CLASS OF RISK	PERCENTAGE OR PROPORTION
PER CENT	509	63078	4 11 80
4.00	360	892FQ41 1 7	4.00
.29	610	1 7	2.50
.29	910	892FQ41 1 7	.50
3.57	210	201	.20
4.97	604	TP1 7	.75
.43	469	P1335 B 8	.25
.97	347	880	.50
.86	130		.50
1.86	57	TPUSHOM 11 7	.50
1.71	250	TP 14 3 56	1.50
.29	235	925 12 3	.50
.86	819	013CHEM	.50
.86	54	TP 14 3 52	.50
.43	660	151 22 7 60	.50
.71	990	9C 21 3 56	1.00
.23	25	LJ	.50
.11	71	RM	.50
.11	46	RM	.25
2.50	15	ED780	.55
2.50	16	ED7808	.07
5.00	989	3879L	.08
2.50	427	N 4 8 60	.25
2.00	620	NM9 27 7 60	
2.50	499	TP 3 8 60	
2.00	230	LE66257	
2.00	211	4312	

MONS 150404

J (A) FORM

No. 60 DD 2310.

The Institute of London Underwriters. Companies Combined Policy.



9.00% of the amounts shown herein.



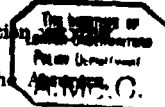
Whereas MONSANTO CHEMICAL COMPANY and/or SUBSIDIARIES, ASSOCIATED AND ASSOCIATED COMPANIES.
St. Louis, Missouri, U.S.A.

hereinafter called the Assured, have promised to pay forthwith a Premium or Consideration



U.S.\$765.00

to Us, the



Assured against loss as follows, viz.:— To indemnify the Assured for any and all sums which the Assured shall by Law become liable to pay on account of Excess Liability Bodily Injury and Property Damage, as per Lloyd's Policy No. 60DD 2310

U.S.\$1,750,000 any one accident or occurrence and in all - excess of -
U.S.\$6,750,000 any one accident or occurrence and in all.

Subject to the same terms, clauses and conditions, on identical subject matter and risk, as more fully set forth in Lloyd's Policy No. 60 DD 2310.

during the period commencing with the Fifth, day of August, 1960, and ending with the Fifth, day of August 19 63, both days inclusive Noon Local Standard Time



Now know ye that we the Assurers do hereby bind ourselves, each Company for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Assured or the Assured's Executors, Administrators and Assigns, all such loss as above stated that the Assured may sustain during the aforesaid period, not exceeding in all the sum insured, as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively. If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

IN WITNESS whereof we the said Assurers have subscribed our names and sums assured in London this 10th day of October, 1960, and the Manager and Secretary of The Institute of London Underwriters has subscribed his name on behalf of each of us.
CH.



W. J. R. [Signature]

Signed

Manager and Secretary,
The Institute of London Underwriters.

NOTE. This Policy must bear the seal of The Institute of London Underwriters Policy Department.

MONS 150416

The Society
of American
Insurance
A.M.C.

ATTACHMENT TO POLICY NO. 060 64152 1 12 60

AMOUNT, PERCENTAGE OR PROPORTION	COMPANY	REFERENCE
4.00000	THE LONDON & OVERSEAS INSURANCE COMPANY LIMITED	A X VR60 7390
3.00000	ORION INSURANCE COMPANY LTD	TX 28070 W
2.00000	ORION INSURANCE COMPANY LTD	TX 28070 Z
9.00000	TOTAL (T) OR FORWARD (F)	

Form No. 111

MONS 150417



ADDENDUM.

Attaching to and forming part of Policy No. 60 DD 2310
of THE INSTITUTE OF LONDON UNDERWRITERS.
Issued to MONSANTO CHEMICAL COMPANY, etal.,

The additional Assureds named hereunder are as follows:-

1. Heyden-Newport Chemical Corporation.
342 Madison Avenue,
New York 17, New York.

as respects to the ownership, maintenance or use of the plant at Texas City, Texas owned jointly by Monsanto Chemical Company and Heyden-Newport Chemical Company.

2. Any person or organization owning an interest in property on which Lion Oil Company Division-Monsanto Chemical Company is conducting operations, but only as respects the liability arising from such operations or from the maintenance and use of such premises by Lion Oil Company Division-Monsanto Chemical Company.

3. M-E and Emery Industries, Inc., but only with respect to liability arising from the operations of Monsanto Chemical Company or arising from the maintenance and use of the premises at Nitro, West Virginia.

The inclusion of the above additional Assureds shall not operate to increase Underwriter's Limit of Liability.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th October, 19 60.
AC/CH.

Form 54

MONS 150418

A.M.C.Q.

Monsanto CBI 5A000407

J (A) FORM

JAN 1960

In all communications please quote
the following reference

509

60 DD 2310

✓

The Institute of London Underwriters
Companies Combined Policy



This Policy is subscribed by Insurance Companies
Members of The Institute of London Underwriters,
40, Lime Street,
London, E.C.3.

MONSANTO CHEMICAL COMPANY, et al.,
St. Louis, Missouri, U.S.A.

MONS 150420

PRINTED IN ENGLAND BY
WITHERBY & CO. LTD.

MC

No. 60 DD 2310**Whereas**MONSANTO CHEMICAL COMPANY &/or
SUBSIDIARIES, AFFILIATED AND
ASSOCIATED COMPANIES.

22.50% of the
amounts shown
herein.

of St. Louis, Missouri, U.S.A.
hereinafter called the Assured, have paid U.S. \$1,912,
Premium or Consideration to Us, the undersigned Assurers to
insure against loss as follows, viz:

To indemnify the Assured for any and all sums which the Assured
shall by Law become liable to pay on account of Excess Liability
Bodily Injury and Property Damage, as per Lloyd's Policy
No. 60 DD 2310.

U.S. \$1,750,000 any one accident or occurrence and in all excess of
U.S. \$6,750,000 any one accident or occurrence and in all.

It is understood and agreed that this Policy shall run concurrent-
ly with and be subject to the same gross rate, terms, wording
conditions and endorsements, as more particularly set forth in
and/or as may from time to time be added to Policy No. 60 DD 2310.
issued by Lloyd's Underwriters on the identical subject matter
and risk.

during the period commencing at Fifth, day of
August 19 60 , and ending at Fifth,
day of August 19 63 .

Now know ye that we the undersigned Assurers do hereby bind ourselves each **Company**
for itself only and not the one for the other, to pay or make good to the Assured or the Assured's Executors,
Administrators and Assigns, all such loss as above stated, not exceeding the sum of TWENTY TWO DECIMAL
POINT FIVE NOUGHT PER CENT OF THE AMOUNTS SHOWN HEREIN,

in all, that the Assured may sustain during the said period, within Seven Days after such loss is proved and that
in proportion to the several sums by each of us subscribed against our respective names not exceeding the several
sums aforesaid.

If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or
otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In witness whereof I being a representative of the Leading Office which is duly authorised by the
Assurers have hereunto subscribed my name on their behalf this Tenth, day of
October, 19 60.

CH.

Form 316

Per C. F. & A. U LTD

Assistant Accident Underwriter.

MONS 150421

1.93%.	THE DOMINION INSURANCE COMPANY LIMITED.	
1.93%.	BRITISH MERCHANTS INSURANCE COMPANY LIMITED.	11/203/634
1.28%.	THE LONDON AND EDINBURGH INSURANCE CO. LIMITED. per C.F. & A.U. Limited.	
1.71%.	THE WORLD MARINE & GENERAL INSURANCE CO. LTD.	
1.14%.	THE ROYAL SCOTTISH INSURANCE COMPANY LTD.	5/203/634
.57%.	TRENT INSURANCE COMPANY LIMITED. per Underwriting Management Agency Ltd.	
2.86%.	ENGLISH AND AMERICAN INSURANCE COMPANY LIMITED.	1060/144836
2.29%.	EXCESS INSURANCE COMPANY LIMITED.	LTC. 60/30301 60/927
3.14%.	SWISS UNION GENERAL INSURANCE COMPANY LIMITED.	89036
1.43%.	UNITED STANDARD INSURANCE COMPANY LIMITED.	231227
.72%.	MOTOR UNION INSURANCE COMPANY LIMITED.	89969
3.50%.	ANDREW WEIR INSURANCE COMPANY LIMITED.	60/mc.38789 60/4

MONS 150422

ADDENDUM.

Attaching to and forming part of Policy No. 60 DD 2310
of COMBINED COMPANIES.
Issued to MONSANTO CHEMICAL COMPANY, et al.,

The additional Assureds named hereunder are as follows:-

1. Heyden-Newport Chemical Corporation.
342 Madison Avenue,
New York 17, New York.

as respects to the ownership, maintenance or use of the plant at Texas City, Texas owned jointly by Monsanto Chemical Company and Heyden-Newport Chemical Company.

2. Any person or organization owning an interest in property on which Lion Oil Company Division-Monsanto Chemical Company is conducting operations, but only as respects the liability arising from such operations or from the maintenance and use of such premises by Lion Oil Company Division-Monsanto Chemical Company.

3. M-E and Emery Industries, Inc., but only with respect to liability arising from the operations of Monsanto Chemical Company or arising from the maintenance and use of the premises at Nitro, West Virginia.

The inclusion of the above additional Assureds shall not operate to increase Underwriter's Limit of Liability.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th October, 19 60.
AC/CH.

MONS 150423

Form 84

TAX CLAUSE (U.S.A.)

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct from the amount of the return the same percentage as the allowance which they have made towards the Federal Stamp Tax.

Nevertheless where such return of premium becomes due owing to the cancellation hereof by Underwriters the above deduction of the tax allowance shall not be made except in so far as the Assured has a right to recover the tax from the U.S. Government.

TAX PAID CLAUSE (U.S.A.)

Notice is hereby given that the Underwriters have agreed to allow for the purpose of purchasing U.S. Government Stamps for attachment hereto four per cent. of the premium payable hereon to the extent such premium is subject to Federal Stamp Tax.

MONS 150424

5 JAN 1961
no.

No. ~~60-20~~ 2310

LONDON,

MONSANTO CHEMICAL COMPANY, et al.,
St. Louis, Missouri, U.S.A.

**Insurance Policy.
[Companies.]**

Date of expiry 5th August 1963.

MONS 150425

No. 60 DD 2310

Whereas

MONSANTO CHEMICAL COMPANY &/or
SUBSIDIARIES, AFFILIATED AND
ASSOCIATED COMPANIES.



0.55% of the
amounts shown
herein.

of St. Louis, Missouri, U.S.A.

hereinafter called the Assured, have paid U.S.\$811.75 paid
Premium or Consideration to Us, the undersigned Assurers to
insure against loss as follows, viz.:

To indemnify the Assured for any and all sums which the
Assured shall by Law become liable to pay on account of Excess
Liability Bodily Injury and Property Damage, as per Lloyd's Policy
No. 60 DD 2310.

U.S.\$1,750,000 any one accident or occurrence and in all excess of
U.S.\$6,750,000 any one accident or occurrence and in all.

It is understood and agreed that this Policy shall run concurrently
with and be subject to the same gross rate, terms, wording,
conditions and endorsements, asmmore particularly set forth in
and/or as may from time to time be added to Policy No. 60 DD 2310.
issued by Lloyd's Underwriters on the identical subject matter and
risk.

during the period commencing with the Fifth, day of
August, 1960, and ending with the Fifth,
day of August, 1963, both days inclusive.

Noon Local Standard Time

Now know ye that we the undersigned Assurers do
hereby bind ourselves each **Company** for itself only and not
the one for the other, to pay or make good to the Assured or the
Assured's Executors, Administrators and Assigns, all such loss
as above stated, not exceeding the sum of **NINE DECIMAL POINT
FIVE FIVE PER CENT OF THE AMOUNTS SHOWN HEREIN,**

in all, that the Assured may sustain during the said period,
within Seven Days after such loss is proved and that in
proportion to the several sums by each of us subscribed against
our respective names not exceeding the several sums aforesaid.

If the Assured shall make any claim knowing the same to
be false or fraudulent as regards amount or otherwise, this
Policy shall become void and all claim thereunder shall be
forfeited.

IN WITNESS whereof we the said Assurers have set our
names and sums assured in London, this Tenth, day of
October, 1960.

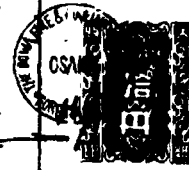
CH.

MONS 150426

4.78%.

DOWA FIRE AND MARINE INSURANCE COMPANY LIMITED

No. 355

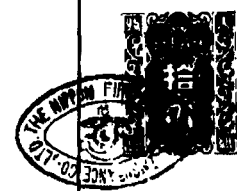


[Signature]
Foreign Manager

4.77%.

NIPPON FIRE AND MARINE INSURANCE COMPANY LIMITED.

[Signature]
Manager, Casualty Dept.



10.22

MONS 150427



223

T.P.S.

USA AND CANADA

Any policy or other contract dated on or after Jan. 1, 1961, will be recognized by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees issued by the Underwriters of the Policy or Contract as security for their liabilities under it insofar as they are the benefit of Lloyd's Policy Signing Office.

LLOYD'S EXCESS PUBLIC LIABILITY, PROPERTY DAMAGE AND PRODUCTS LIABILITY POLICY (DIRECT INSURANCE)

Subscribed only by Underwriting Members of Lloyd's all of whom have complied with the requirements of the Assurance Companies Acts 1908 and 1962 as to security and otherwise.)

Whereas

(hereinafter called "the Assured") has paid a Premium or Consideration to the Underwriting Members of Lloyd's who have heretofore subscribed their Names,

WE THE UNDERWRITERS hereby agree, subject to the terms, conditions and limitations hereinafter mentioned, to indemnify the Assured in respect of accidents occurring during the period commencing

for any and all sums which the Assured shall be lawfully liable to pay and shall pay or by that judgment be adjudged to pay to any person or persons (excepting employees of the Assured injured during the course of their employment) as damages

(a) for bodily injury, including death at any time resulting therefrom, caused by accident, hereinafter referred to as "Bodily Injury", and

(b) for damage to or destruction of property of others (excluding property under the Assured's care, custody or control) caused by accident, hereinafter referred to as "Property Damage",

printing out of the hazards covered by and as defined in the underlying policy/ies specified in the Schedule hereto and issued by the

hereinafter called the "Primary Insurers".

PROVIDED ALWAYS THAT it is expressly agreed that liability shall attach to the Underwriters only after the Primary Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:—

(a) **BODILY INJURY**

- 1 ultimate net loss in respect of each person and, subject to that same limit each person.
- 2 ultimate net loss in respect of each accident but, as regards Products Liability,
- 3 ultimate net loss in the aggregate in any one policy year; and

(b) **PROPERTY DAMAGE**

- 1 ultimate net loss in respect of each accident.
- 2 ultimate net loss in the aggregate in any one policy year in respect of each hazard insured with an aggregate limit;

(all hereinafter referred to as the "Primary Limit or Limits");

and the Underwriters shall then be liable to pay only such additional amounts as will provide the Assured with a total coverage under the policy/ies of the Primary Insurers and this Policy combined of

(a) **BODILY INJURY**

- 1 ultimate net loss in respect of each person and, subject to that same limit each person.
- 2 ultimate net loss in respect of each accident but, as regards Products Liability, not exceeding
- 3 ultimate net loss in the aggregate in any one policy year; and

(b) **PROPERTY DAMAGE**

- 1 ultimate net loss in respect of each accident but not exceeding
- 2 ultimate net loss in the aggregate in any one policy year in respect of each hazard insured with an aggregate limit under the underlying policy/ies.

DEFINITIONS

1. **ACCIDENT.** The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.

2. **ULTIMATE NET LOSS.** The words "ultimate net loss" shall be understood to mean the sums paid in settlement of claims for which the Assured is liable after making deductions for all recoveries, savings and other insurance (other than recoveries under the policy/ies of the Primary Insurers), whether recoverable or not, and shall exclude all expenses and "Costs".

3. **COSTS.** The word "Costs" shall be understood to mean (interest on judgments, investigation, adjustment and legal expenses (including, however, all expenses for salaried employees and related counsel of and all other expenses of the Assured).

4. **POLICY YEAR.** The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named above.

Form T.P.S. (W.A.M.)
C.M.I. 010

MONS 150428

CONDITIONS

1. **PAYMENT OF COSTS.** "Costs" incurred by the Assured personally, with the written consent of the Underwriters, and for which the Assured is not covered by the said Primary Insurers, shall be apportioned as follows:—

- (a) In the event of claim or claims arising which appear likely to exceed the Primary Limit or Limits, no Costs shall be incurred by the Assured without the written consent of the Underwriters.
- (b) Should such claim or claims become admissible previous to going into court (or not more than the Primary Limit or Limits, then so "Costs" shall be payable by the Underwriters.
- (c) Should, however, the sum for which the said claim or claims may be no adjustable exceed the Primary Limit or Limits, then the Underwriters, if they consent to the proceedings continuing, shall contribute to the "Costs" incurred by the Assured in the ratio that their proportion of the ultimate not less than finally adjusted bears to the whole amount of such ultimate not less.
- (d) In the event that the Assured elects not to appeal a judgment in excess of the Primary Limit or Limits the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Underwriters exceed their limit or limits of liability as stated above, plus the expense of such appeal.

2. **APPLICATION OF SALVAGE.** All salvage, recovering or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the Assured's ultimate not less has been finally ascertained.

3. **ATTACHMENT OF LIABILITY.** Liability under this Policy shall not attach unless and until the Primary Insurers shall have admitted liability for the Primary Limit or Limits or unless and until the Assured has by final judgment been adjudged to pay a sum which exceeds such Primary Limit or Limits.

4. **MAINTENANCE OF PRIMARY INSURANCE.** This Policy is subject to the same warranty terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any, and except as otherwise provided herein) as are contained in or as may be added to the policy/ies of the Primary Insurers prior to the happening of an accident for which claim is made hereunder and should any alteration be made in the premium for the policy/ies of the Primary Insurers during the currency of this Policy, then the premium herein shall be adjusted accordingly.

It is a condition of this Policy that the policy/ies of the Primary Insurers shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents occurring during the policy year.

5. **PREMIUM COMPUTATION** (delete clause not applicable).

- (a) The premium for this Policy represents _____ per cent. of the gross premium of the policy/ies of the Primary Insurers, subject to a minimum premium of \$ _____.
- (b) The premium for this Policy is computed by applying to the gross premium of the policy/ies of the Primary Insurers a percentage (calculated as _____ per cent. of the Manual Insurance percentage in use by the Bureau Companies for ascertaining the difference in premium between:
 - (i) a policy with limits equal to the limits of the policy/ies of the Primary Insurers and
 - (ii) a policy with limits equal to the limits of this Policy and of the policy/ies of the Primary Insurers combined.
 subject to a minimum premium of \$ _____.

6. **CANCELLATION.** This Policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided ten days notice in writing be given. If this Policy shall be cancelled by the Assured, the Underwriters shall retain the earned premium herein for the period that this Policy has been in force or the short rate proportion, as set out overleaf, of the minimum premium whichever is the greater. If this Policy shall be cancelled by the Underwriters, they shall retain the earned premium herein for the period that this Policy has been in force or the rate of the minimum premium whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

7. **NOTIFICATION OF CLAIMS.** The Assured upon knowledge of any accident or occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to _____.

8. **FRAUDULENT CLAIMS.** If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

YOU KNOW YE that We the Underwriters, members of the Syndicate(s) whose definitive Number(s) in the attached list are set out in the Table opposite, or attached opposite hereby bind Ourselves, each for his own part and not one for Another, our Heirs, Executors and Administrators, as to respect of his due proportion only, to indemnify the Assured or the Assured's Executors, Administrators and Assigns against Liability and Costs on specified basis (subject to the conditions herein expressed), payment to be made within Seven Days after such Liability is proved, and so that the due proportion for which each of Us the Underwriters is liable shall be ascertained by reference to his proportion as ascertained according to the said List of the Amount Percentage or Proportion of the total sum assured which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

MONS 150429

225

IN WITNESS whereof the Manager of Lloyd's Policy Signing Office has subscribed his
Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE.

Dated in London, the

MANAGER

SCHEDULE

The underlying policy/ies heretofore mentioned:—

(THE SHORT RATE CANCELLATION TABLE SHOWN ON PAGE 400 IS PRINTED
ON THIS FORM.)

(Note:—The Equivalent Certificate Wording is N.H.A. 600.)

MONS 150430

ADDENDUM.

Attaching to and forming part of Policy No. 60 DD 2310.
of COMBINED COMPANIES.
Issued to MONSANTO CHEMICAL COMPANY, et al.,

The additional Assureds named hereunder are as follows:-

1. Heyden-Newport Chemical Company
342 Madison Avenue,
New York 17, New York.

as respects to the ownership, maintenance or use of the plant at Texas City, Texas, owned jointly by Monsanto Chemical Company and Heyden-Newport Chemical Company.

2. Any person or organization owning an interest in property on which Lion Oil Company Division-Monsanto Chemical Company is conducting operations or from the maintenance and use of such premises by Lion Oil Company Division-Monsanto Chemical Company.

3. M-E and Emery Industries, Inc., but only with respect to liability arising from the operations of Monsanto Chemical Company or arising from the maintenance and use of the premises at Nitro, West Virginia.

The inclusion of the above additional Assureds shall not operate to increase Underwriter's Limit of Liability.



All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th October, 1960

MONS 150431

Form 84

TAX CLAUSE (U.S.A.)

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct from the amount of the return the same percentage as the allowance which they have made towards the Federal Stamp Tax.

Nevertheless where such return of premium becomes due owing to the cancellation hereof by Underwriters the above deduction of the tax allowance shall not be made except in so far as the Assured has a right to recover the tax from the U.S. Government.

TAX PAID CLAUSE (U.S.A.)

Notice is hereby given that the Underwriters have agreed to allow for the purpose of purchasing U.S. Government Stamps for attachment hereto four per cent. of the premium payable hereon to the extent such premium is subject to Federal Stamp Tax.



MONS 150432

1961

No. 60 DD 2310

LONDON,

MONSANTO CHEMICAL COMPANY, et al.
St. Louis, Missouri, U.S.A..

Insurance Policy.
[Companies.]

Date of expiry.....5th August 1963.....

MONS 150433

\$1.75 MM. Amount of Liability \$5.00

Mankin and Company, Inc.
173 WEST JACKSON BOULEVARD • CHICAGO 4, ILLINOIS

①

ANY
Nº 601182 XB

C. CTB (O.M.) 42288
P.No. 19683

Cover Note

Acting upon your instructions, we have effected with **UNDERWRITERS AT LLOYD'S**
of **LONDON, ENGLAND** coverage in conformity with the
following terms and conditions:

Amount \$ 898,625.00 P/O \$1,750,000.00 Rate **FLAT** Premium \$ 5,905.25 P/O
XS OF \$5,000,000.00 \$11,500.00, 12

In Consideration of the Stipulations herein stated
and of **FIVE THOUSAND NINE HUNDRED FIVE AND 25/100 PART OF ELEVEN THOUSAND
FIVE HUNDRED AND NO/100-----Dollars Premium**

Insured **MONSANTO CHEMICAL COMPANY AND/OR SUBSIDIARIES, AFFILIATED AND ASSOCI-
ATED COMPANIES**

Whose address is ~~MONSANTO CHEMICAL COMPANY, 27, LINDBERGH & OLIVE STREET, ST. LOUIS 24, MO.~~
LINDBERGH & OLIVE STREET ROAD, ST. LOUIS 24, MO.

From the 5th day of **AUGUST** 1960, at noon, to the 5th day of **AUGUST** 1965

at noon, Standard Time at location of property insured, to an amount not exceeding the sum of
**EIGHT HUNDRED NINETY EIGHT THOUSAND SIX HUNDRED TWENTY FIVE AND NO/100 PART OF
ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 XS OF FIVE Dollars.**

Coverage: **MILLION AND NO/100-----**

**\$1.355 P/O 100% BEING \$898,625.00 P/O \$1,750,000.00 EXCESS OF \$5,000,000.00
ANY ONE ACCIDENT OR OCCURRENCE AND IN ALL AS RESPECTS TO EXCESS LIABILITY
BODILY INJURY AND PROPERTY DAMAGE INCLUDING PRODUCTS LIABILITY AS PER
LLOYD'S "T. P. 9" AMENDED FORM OF WORDING.**

Primary Carrier:
Whereof same terms and conditions as and to follow the settlements of
Company, that said Company has, at the date of any loss,
and at the same proportion or lower, at least (subject only to reduction
by amount of any loss not reinsured) on the identical subject matter and risk, and in substantially the same
proportion on each separate part thereof.

This Cover Note is subject without notice to the same conditions, endorsements, assignments, and alter-
ations of, as are, or may be assumed in the above-mentioned Company's insurance upon which this
Cover Note is based and shall be deemed to include such risks of Lightning and/or Explosion as are in-
cluded in that Insurance.

This cover note is subject to all terms and conditions of the policy to be issued and shall automatically
be terminated and voided by delivery of said policy to the Assured.

Dated at Chicago, Ill, this 1st day of **SEPTEMBER** 1960

We are required by United States Treasury De-
partment regulations to affix an stamp amount-
ing to 4% of premium.

In the event of any future premium becoming due
hereunder this portion of said tax not allowed by
London Underwriters will be charged to the As-
sured.

MANKIN AND COMPANY, INC.
[Signature]

Equal PAYMENT COVERAGE

MONS 150434

175 WEST JACKSON BOULEVARD • CHICAGO 4, ILLINOIS

ANY

P.No. 19684

Acting upon your instructions, we have effected with

CERTAIN FOREIGN COMPANIES AS SCHEDULE

coverage is conformity with the

Amount \$ 851,375.00 P/O \$1,750,000.00 Rate FLAT Premium \$ 5,594.75 P/O
XS OF \$2,000,000.00 \$11,500.00

In Consideration of the Stipulations herein named

and of FIVE THOUSAND FIVE HUNDRED NINETY FOUR AND 75/100 PART OF ELEVEN THOUSAND FIVE HUNDRED AND NO/100-----Dollars Premium

Labels MONSANTO CHEMICAL COMPANY AND/OR SUBSIDIARIES, AFFILIATED AND ASSOCIATED COMPANIES

Whose address is ~~100 SOUTH SECOND STREET, ST. LOUIS, MISSOURI~~
LINDERBERG & OLIVE STREET ROAD, ST. LOUIS 24, MO.

From the 5th day of AUGUST 1960, at noon, to the 5th day of AUGUST 1963

at noon. Standard Time at location of property insured, is an amount not exceeding the sum of

EIGHT HUNDRED FIFTY ONE THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 PART OF ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 XS FIVE MIL- Dollars.

Copyright: LION AND NO/100-

~~\$8,655 P/O 100% BEING \$851,375.00 P/O \$1,750,000.00 EXCESS OF \$9,000,000.00
 ANY ONE ACCIDENT OR OCCURRENCE AND IN ALL AS RESPECTS TO EXCESS LIABILITY
 AS PER LLOYD'S "T. P. 9" AMENDED FORM OF WORDING. BODILY INJURY AND PROPERTY
 DAMAGE INCLUDING PRODUCTS LIABILITY INCLUDED.~~

Warranted same terms and conditions as and to follow the arrangements of

Company, and that said Company has, at the time of any loss, and at the same gross rate or lower, or less (subject only to reduction by amount of any Loss not reinsured) on the identical subject matter and risk, and is identically the same proportion on each separate part thereof.

This Cover Note is subject without notice to the same conditions, endorsements, exclusions, and alterations of policy as are, or may be attached to the above-mentioned Company's Insurance upon which this Cover Note is based and shall be deemed to include such risks of Lightning and Explosion as are included in that Insurance.

This cover note is subject to all terms and conditions of the policy to be issued and shall automatically be terminated and voided by delivery of said policy to the Assured.

Dated at Chicago, Ill., this 1st day of SEPTEMBER 190

We are required by United States Treasury Department regulations to affix our stamps amounting to 4 % of premium.

In the event of any future premium becoming due hereunder that portion of said cost not allowed by London Underwriters will be charged to the Assured.

Known Pricing Concerns

MANKIN AND COMPANY, INC.

MONS 150435

1.75 MM JAMES
72.75.44

Mankin and Company, Inc.
173 WEST JACKSON BOULEVARD • CHICAGO 4, ILLINOIS

ANY
No 601181 XB

C. CTB (O.M.) 42289
P.No. 19685

Cover Note

Acting upon your instructions, we have effected with **UNDERWRITERS AT LLOYD'S**
of **LONDON, ENGLAND** coverage in conformity with the
following terms and conditions:

Amount \$ 1,031,625.00 P/O \$1,750,000. Rate **FLAT** Premium \$ 5,010.75 P/O
XS OF \$6,750,000.00 \$8,500.00

In Consideration of the Stipulations herein named
and of **FIVE THOUSAND TEN AND 75/100 PART OF EIGHT THOUSAND FIVE
HUNDRED AND NO/100-----Dollars Premium**

Insured **MONSANTO CHEMICAL COMPANY AND/OR SUBSIDIARIES, AFFILIATED AND ASSOCI-
ATED COMPANIES.**
Whose address is ~~MONSANTO CHEMICAL COMPANY, 173 WEST JACKSON BOULEVARD, CHICAGO 4, ILLINOIS~~
LINDENBACH & OLIVE STREET ROAD, ST. LOUIS 24, MO.

From the 5th day of **AUGUST 1960**, at noon, to the 5th day of **AUGUST 19 63**
at noon, Standard Time at location of property insured, to an amount not exceeding the sum of
**ONE MILLION THIRTY ONE THOUSAND SIX HUNDRED TWENTY FIVE AND NO/100 PART OF ONE
MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 XS OF SIX MILLION Dollars.**
Coverage: SEVEN HUNDRED FIFTY THOUSAND AND NO/100-----

**58.93% P/O 100% BEING \$1,031,625.00 P/O \$1,750,000.00 EXCESS OF \$6,750,000.
ANY ONE ACCIDENT OR OCCURRENCE AND IN ALL AS RESPECTS TO EXCESS LIABILITY
BODILY INJURY AND PROPERTY DAMAGE INCLUDING PRODUCTS LIABILITY AS PER
LLOYD'S "T. P. 9" AMENDED FORM OF WORDING.**

Primary Carrier:
Warranted same terms and conditions as and to follow the settlements of
Company, and that said Company has, at the time of any loss,
and at the same gross sum, or lower, as least (subject only to reduction
by amount of any Loss not reinsured) on the identical subject, cause and risk, and in identical the same
proportion on each separate part thereof.
This Cover Note is subject without notice to the same conditions, endorsements, and alterations, and alter-
ations of rates as are, or may be assumed in the above-captioned Company's Insurance upon which this
Cover Note is based and shall be deemed to include such risks of Lightning and/or explosion as are in-
cluded in that Insurance.
This cover note is subject to all terms and conditions of the policy to be issued and shall automatically
be terminated and voided by delivery of said policy to the Assured.

Dated at Chicago, Ill, this 1st day of SEPTEMBER 1960

We are required by United States Treasury De-
partment regulations to affix tax stamps amount-
ing to 4 % of premium.
In the event of any future premium becoming due
hereunder that portion of said tax not allowed by
London Underwriters will be charged to the As-
sured.

MARKIN AND COMPANY, INC.
John E. Markin

Excess Premium Company

MONS 150436

7/25/60 *afm*
of 6, 75 *afm*

Mankin and Company, Inc.
173 WEST JACKSON BOULEVARD • CHICAGO 4, ILLINOIS

ANY
Nº 601180 XB

C.G.T.B. (O.M.) 42289
P.No. 19686

Cover Note

Acting upon your instructions, we have effected with CERTAIN FOREIGN COMPANIES AS SCHEDULED of coverage in conformity with the following terms and conditions:

Amount \$ 718,375.00 P/O \$1,750,000.00 Rate FLAT Premium \$ 3,489.25 P/O
XS OF \$6,750,000.00 \$8,500.00

In Consideration of the \$400,000.00 herein named
and of THREE THOUSAND FOUR HUNDRED EIGHTY NINE AND 25/100 PART OF
EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars Premium

Insured MONSANTO CHEMICAL COMPANY AND/OR SUBSIDIARIES, AFFILIATED AND ASSOCIATED COMPANIES

Whose address is ~~MONSANTO CHEMICAL COMPANY, ST. LOUIS, MISSOURI~~
LINDBERGH & OLIVE STREET ROAD, ST. LOUIS 24, MO.

From the 5th day of AUGUST 1960, at noon, to the 5th day of AUGUST 1963

at noon, Standard Time at location of property insured, to an amount not exceeding the sum of SEVEN HUNDRED EIGHTEEN THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 PART OF ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 XS OF SIX MIL- Dollars.

Coverage: LION SEVEN HUNDRED FIFTY THOUSAND AND NO/100-----

41.05% P/O 100% BEING \$718,375.00 P/O \$1,750,000.00 EXCESS OF \$6,750,000.00
ANY ONE ACCIDENT OR OCCURRENCE AND IN ALL AS RESPECTS TO EXCESS LIABILITY
BODILY INJURY AND PROPERTY DAMAGE INCLUDING PRODUCTS LIABILITY AS PER
LLOYD'S "T. P. 9" AMENDED FORM OF WORDING.

Primary Carrier:

Warranted same terms and conditions as and to follow the provisions of Company, and that said Company has, at the time of any loss, and at the same gross excess lower, at least (subject only to reduction by amount of any Loss not reinsured) on the identical subject matter and risk, and in identical the same proportion on each of same part thereof.

This Cover Note is subject without notice to the same conditions, endorsements, preferences, and alterations of, as are, or may be assumed in the above-mentioned Company's Insurance upon which this Cover Note is based and shall be deemed to include such risks of Lightning and Explosion as are included in that Insurance.

This cover note is subject to all terms and conditions of the policy to be issued and shall automatically be terminated and voided by delivery of said policy to the Assured.

Dated at Chicago, Ill, this 1st day of SEPTEMBER 1960

We are required by United States Treasury Department regulations to affix tax stamps amounting to 4 % of premium.

In the event of any return premium becoming due hereunder that portion of said tax not so allowed by London Underwriters will be charged to the Assured.

Same Printing Company

MANKIN AND COMPANY, INC.

Handwritten signature of Harold E. Mankin

MONS 150437

TO UNDERWRITERS AT LLOYD'S OF LONDON

see # 6379
(#1,826.70)

We hereby accept cancellation of Policy No. 60802310

as of December 19, 1962 12:01 A.M. Standard Time
and hereby release and discharge the Underwriters from any and all
liability under the said Policy in respect of losses occurring
after said time and date.

Dated at St. Louis, Missouri this 21 day of February 1963

MONSANTO CHEMICAL COMPANY

Robert D. Chapman
(Signature of Assured)

J. Ardron Fisher
(Witness)

MONS 150438

TO VARIOUS COMPANIES

We hereby accept cancellation of Policy No. 60222110

as of December 19, 1962 12:01 A.M. Standard Time
and hereby release and discharge the Underwriters from any and all
liability under the said Policy in respect of losses occurring
after said time and date.

Dated at St. Louis, Missouri this 21 day of February 1963

MONSANTO CHEMICAL COMPANY

Robert D. Chapman
(Signature of Assured)

J. Andrew Fisher
(Witness)

MONS 150439